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Nor is federal legislation about commerce neglected. The ancient "Preference Clause," the modern Interstate Commerce Commission, and the Anti-Trust Act of 1890 are considered. The last act, and its interpretation in the Trans-Missouri case, are discussed and condemned. The case of the Kansas City Live Stock Exchange is supported as decided in the lower court,—a little unlucky now that the decision has been reversed. See 12 HARVARD LAW REVIEW, 278. Finally the control of commerce with the territories and with Indian tribes is well reviewed. It is satisfactory to note that unlimited power over the territories is advocated, although the case cited does not wholly bear out the proposition, p. 305. *Endleman v. United States*, 86 Fed. Rep. 456. The chapter on Indians ends a work which, in view of the difficulty of the subject, deserves commendation. Not the least valuable result is in showing that all the cases cannot be reconciled.

J. G. P.

THE GENERAL PRINCIPLES OF CONSTITUTIONAL LAW IN THE UNITED STATES OF AMERICA. By Thomas M. Cooley. Third edition, by Andrew C. McLaughlin. Boston: Little, Brown, & Co. 1898. pp. li, 423.

The good taste of remodelling the text of a book written by another is somewhat open to question but the editor of the third edition of Judge Cooley's admirable little book has sinned no more than was necessary from the nature of the course that he adopted. A sentence occasionally inserted, a new turn of phrase, have generally sufficed to bring the statements of the law into line with modern decisions. Constitutional law grows, as grow it must, and changes in wording were necessary in order to keep the book an authentic text book. Since the last edition appeared, the Supreme Court of the United States has passed for the first time on the citizenship of a Chinaman born of alien parents in this country, when he returns from a visit to China, and on the constitutionality of State legislation prescribing an eight hour limit to the laborers' day. Old rules, too, have put on new faces; as where the theory that only land and capitation taxes can be direct gave way to a decision that a tax on incomes might also be direct. All this, and more, the compiler of the new edition notes.

Two parts of the book are substantially rewritten. One of them is a new chapter on state constitutions, virtually a condensation of two chapters in Judge Cooley's Constitutional Limitations. The other is the chapter on the control of interstate commerce. The first edition dealt with the subject by merely discussing the successive decisions. As cases grew more numerous this method became impossible, and the editor takes the only other course possible, generalizing and referring to the cases. For this method the subject of interstate commerce is a mare's nest; and the shortcoming of the present treatment lies in the attempt to see in each case a part of a consistent whole. The reconciling of the recent refinements upon *Leisy v. Hardin*, 135 U. S. 100, is a thankless task. p. 77, note 2.

This natural desire to look upon the law as a present fixed code is the one flaw that mars the fairness of the editor's work. The important decisions above referred to, and more, are faithfully recorded. In a work of this size many cases must of necessity be discarded; lack of

space too may forbid much consideration of such vague things as tendencies. Yet one cannot but wish that attention were directed to the fact that the court in choosing the wide meaning of the term "liberty" did change its front. *Allgeyer v. Louisiana*, 165 U. S. 578. No mention is made of the latest phase of federal control of commerce, the Anti-Trust Act of 1890. And the *dicta* which led to so forcible a declaration—still *obiter*, it is true—in *Bram v. United States*, 168 U. S. 632, that an unwarrantably broad version of the Law of Confessions is a part of the Fifth Amendment, deserve at least to be noticed. J. G. P.

A SELECTION OF CASES ON THE LAW OF CONTRACTS. In two volumes. By William A. Keener. New York: Baker, Voorhis & Co., 1898. pp. xxv, 1830.

This collection of cases is concerned with developing the fundamental principles involved in the formation, performance, and discharge of simple contracts and contracts under seal. The reputation of the editor in the field of Quasi-Contracts leads one to expect a high standard of excellence in this collection; and, upon the whole, that anticipation hardly fails to be realized.

In regard to his selection of cases, it is true, the editor found the authority well sifted by Langdell's and Williston's Cases. But he always shows sound judgment in adding the later cases. His policy of printing the cases in full throughout cannot be too much commended. Chapter I—Formation of Contract—while most successful as a whole furnishes perhaps most opportunity to differ from the editor's judgments. The cases under Section I (a)—intention to contract—and (b)—effect of mistake—are new to case books and of fundamental importance. p. 1, p. 7. But under Section II—consideration—the selection is sometimes indiscriminating. Two notable exceptions to this criticism are *Jameison v. Renwick*, 12 Vict. L. R. 124, and *Bagge v. Slade*, 3 Bulstrode 162. The criticism, however, applies to (d)—performance of a contract obligation as consideration—where *Chichester v. Cobb*, 14 L. T. Rep. 433, which completes a most interesting trilogy of cases, with *Shadwell v. Shadwell*, 30 L. J. C. P. 145, and *Scotson v. Pegg*, 6 H. & N. 295, is not found; *Day v. Gardner*, 42 N. J. Eq. 199, might well replace the unintelligent case of *Myrick v. Giddings*, 1 Mack. (D. C.) 394. However, the two concluding cases of the subsection are very late and of first importance. *Abbott v. Doane*, 163 Mass. 433; *Arrand v. Smith*, 151 N. Y. 502. Again in a related section—beneficiary—the failure to include *The Trustees v. Anderson*, 30 N. J. Eq. 366, and *Crowell v. The Hospital*, 27 N. J. Eq. 650, in a connection with *Gifford v. Corrigan*, 117 N. Y. 257, is unfortunate. p. 769.

The compiler's arrangement is unquestionably the strongest element in the collection. This praise applies not only to the general plan and the arrangement and subdivision of the chapters, but to the logical sequence of the cases, which defers to its proper subordination the chronological arrangement. A flaw in the work of subdivision appears in the treatment of the surrender of right as consideration; that subsection is much overburdened. p. 393. The annotations are infrequent, although the references which are indispensable—essential statutes, alternative reports, omitted citations, and the like—are invariably to be found. The further editorial work consists in some few excerpts from treatises and maga-